

**Aerial Forest Fire Suppression - Helicopter with Water Bucket - Spring 2014
(SET ASIDE FOR SMALL CERTIFIED BUSINESSES)**

INVITATION FOR BID (IFB)

Issue Date: December 10, 2013 **IFB #:** 411:A14000-08 **Commodity Code:** 90514

Issuing Agency: Commonwealth of Virginia
Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, Virginia 22903

Using Agency and/or Primary Location: Department of Forestry

Where Work Will Be Performed: Designated Primary Heliport: To be selected by Department - May Be Dispatched Statewide (See Attachment 1)

Period of Contract:

Eastern Region

Western Region

Commence On:

March 05, 2014

March 12, 2014

Terminate On:

April 08, 2014

April 15, 2014

The period of performance being the inclusive dates listed above with the option to extend past the termination date upon agreement of both parties.

Sealed bids will be received until **2:00 P.M. on January 07, 2014** for furnishing the Goods/Services described herein and then opened in public. All inquiries for information should be directed to: **Amy Ricotta, 434.220.9009**. For technical questions call **John Miller at 434.220.9023**.

IF BIDS ARE MAILED, SEND BIDS DIRECT TO ISSUING AGENCY SHOWN ON PAGE 1 USING BID FORM on Page 21 in compliance with all other instructions for bidding in Section 7:1. If bids are hand-delivered, deliver to **Natural Resources Building, Fontaine Research Park, Virginia Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903.**

In compliance with this Invitation for Bids and to all the conditions imposed herein, the Undersigned offers and agrees to furnish the Goods/Services described at the price(s) indicated in Section 7, Pricing Schedule.

Name and Address of Firm/Contractor:

_____ **Date:** _____

_____ **By:** _____

(Signature in Ink)

_____ **Name:** _____

(Please Print)

(Zip Code)

_____ **Title:** _____

SWAM/DMBE CERTIFICATION NO. _____

FIN NO. _____

Telephone No. () _____

1. **PURPOSE:**

The purpose and intent of this Invitation for Bid is to establish a contract price from helicopter operators, hereinafter called contractors for the aerial suppression of forest fires, and other forestry helicopter activities requiring the carrying of aerial observers under the direction of the Virginia Department of Forestry, hereinafter called the Department.

2. **SCOPE OF WORK:**

2.1 Contractor Responsibilities and Rights

2.1.1 General: The contractor agrees to furnish one helicopter, one support vehicle, two water buckets of 100 to 150 gallon capacity, foam concentrate injection equipment and all labor including an FAA licensed pilot, support vehicle driver and tools and equipment to apply water to forest fires and to fly other forestry missions as requested by the Department in accordance with the terms of this contract. During the period of the contract the helicopter and crew will be ready to commence operations no later than **8:00 a.m. EST and continue until sunset each day. There shall be no deviation from this duty time unless specifically approved by the Department of Forestry Resource Protection Chief or their designee before such deviation occurs.** The helicopter and crew shall be in readiness to launch and be airborne within fifteen (15) minutes after initial dispatch call (Refer to **4.8 Liquidated Damages**).

2.1.2 Helicopter: The helicopter will be a minimum "Type 3" helicopter as specified in the National Wildfire Coordinating Groups (NWCG) *Fireline Handbook, Handbook Number 3*, Page A-41. Requirements include having turbine power and will be capable of sustained flying a minimum of 1 hour, 30 minutes at 70 knots or faster without external load. It shall be capable of carrying a minimum of two passengers in addition to the pilot. It shall be capable of lifting a minimum 100 gallons of water and delivering it to a fire. A Loran C or GPS navigation system is required. One backup aircraft of the same type as described above shall be available to assure the Department continuous flying capability when forest fire control emergencies exist. The aircraft shall be properly licensed with the FAA and Virginia Department of Aviation. The Contractor **shall furnish with this bid a list of aircraft** they propose to use in this contract. The aircraft shall be listed as follows:

Manufacturer:

Model:

Year of Manufacture:

Registration number:

Fuel Capacity:

Fuel Burn per hour at cruise speed:

Cruise speed:

Max Number of Passengers in addition to the pilot:

2.1.3 Service Vehicle: A service vehicle in good condition, equipped with the necessary fueling capacity to sustain day long flight activity (min. 8 hours) without having to refuel is required.

2.1.4 Water Buckets: Two helicopter water buckets equipped with cable sling, remote water release mechanism and capable of carrying and releasing 100 to 150 gallons of water on a fire are required. Only Bambi-style buckets are acceptable.

2.1.5 Foam Concentrate Injection Equipment: One foam concentrate injection system adjustable to produce from one half (1/2) percent to three (3) percent foam and water solutions will be installed so as to not place the helicopter in the FAA restricted category with the water bucket not attached. Injection of the foam concentrate into the bucket must occur while in flight.

2.1.6 The Contractor shall supply a cargo net and long line (50') for external sling load. The equipment shall be in compliance with FAA (Federal Aviation Administration) FAR Part 133. All pilots supplied by the Contractor shall have had a checkout by the FAA in long line operations and shall carry with them a letter from the FAA outlining the successful passage of the checkout of both standard and long line operations.

2.1.7 Pilot Qualifications: Pilot(s) must have a valid FAA commercial pilots' certificate in his/her possession for the type helicopter. Each pilot must have a minimum of 250 hours of helicopter flying time. A minimum of 50 hours of this time must be in the low altitude environment similar to forest fire control conditions. Each Pilot must have at least ten (10) hours of water bucket forest fire control flight time. The Department can require any pilot to undergo up to 2 hours of supervised practice at the expense of the Contractor.

2.1.8 Operations and Inspections: The Contractor will not conduct aerial operations until the Department has given approval for the operations. All equipment, supplies, chemicals and aircraft as well as mixing, loading and application will be subject to inspection by the Department at any time during the contract period.

2.1.9 Damage Claims: Should the Contractor receive notice of any damage claim, he will, in turn, notify the Department in writing within ten (10) days specifying location of tract, nature of damage, and name and address of the person making said claim. The Contractor will also contact the person making the claim within 10 days to begin process for resolution of the claim. Failure of the Contractor to comply will be deemed a serious violation that may result in contract termination.

2.1.10 Certification: The aircraft used in this project shall be operated in conformity with the requirements of Federal Aviation Administration and State Corporation Commission and be fully and properly registered and/or certified in compliance with all local, state and federal laws and regulations. These registrations are the contractor's responsibility. Registration will be in pilot's possession.

2.1.11 All appropriate certification and licensing, required by the Environmental Protection Agency and Virginia Department of Agriculture and Consumer Services, pertaining to the use and application of chemicals will be the responsibility of the Contractor. Certifications, licenses and/or permits will be valid for the period of water bucket operation and available for inspection by federal, state and local authorities having jurisdiction over this project. Copies of these certificates, licenses and permits will be made available to the Department upon request.

2.1.12 Communications: The Contractor is required to install a radio and accessories for use in contacting Department ground personnel during water bucket operations. The equipment must be mounted so that the pilot can use the radio and can adjust the radio controls during flight. **No water dropping will be allowed when radio communications do not exist between the pilot and Department personnel on the ground.**

- A. The Contractor shall use radio equipment supplied by the Department (as further described) or the Contractors own radio equipment (if such equipment is acceptable to the Department and authorized in writing by the Department) for continuous communications with Department personnel during all air operations.
- B. As soon as practical after award of this contract, the Department will supply a radio "package", the following:
 - One (1) container
 - One (1) radio with battery
 - One (1) spare battery
 - One (1) radio case
 - One (1) radio adapter with cable
 - One (1) mountable push to talk switch with cord
 - One (1) radio battery "trickle" charger
 - One (1) headset, David Clark model with type U-174 plug

This radio equipment shall be carried either on the aircraft or the support truck Any time the aircraft is responding to or working on a fire incident.

- C. The contractor shall mount an appropriate antenna for 155 MHz. on the **underside** of aircraft. The antenna shall be connected to enough RG 58 coaxial cable that terminates in a standard PL 259 plug to allow unimpeded use of radio as determined by the Department. The Contractor shall provide any other necessary equipment or hardware for the radio and adapter. It is understood that upon shipment of this equipment "Package", responsibility and liability for the equipment is that of the Contractor. Receipt of Carrier damaged equipment must be reported to the Carrier and the Department immediately.
- D. The radio equipment is shipped in working condition. Non functional equipment must be reported to the Department at once! It is the responsibility of the Contractor to arrive on-site with working communications with Department personnel. **NO AIR OPERATIONS WILL BE CONDUCTED WITHOUT DEPARTMENT COMMUNICATIONS!** Liquidated damages may be assessed for failure to arrive on site without working Departmental communications.
- E. Should communication equipment fail while an operation is in progress, the operation will terminate immediately and will not resume until communications is again established. Neither party shall be penalized for

such failures. Emergency replacement radios will be available through the Department's Central Office or the nearest of the Department's regional offices. The transfer of radios during field operation between the Contractor and Department personnel shall be properly recorded, indicating Departmental property numbers and a signature of the equipment recipient. Copies of the Department's transfer form shall be immediately forwarded to Forestry Central Office communications inventory control personnel.

- F. Should communications equipment be damaged while in the possession of the Contractor, repair or replacement costs shall be charged to the contractor.
- G. The use of the supplied radio on any frequency other than presently installed or the use of those frequencies in areas other than the State of Virginia is a violation of Federal law. The use of the radio for other than Department communications is prohibited.
- H. The Contractor may wish to provide an interface to the Department equipment as to permit the use of the aircraft's on board/intercom system or a pilot's preferred headset. This will in no way change the requirements herein and only complete radio "packages" will be issued. No modifications shall be made to Department issued equipment.
- I. At the conclusion of this contract the equipment "package" shall be return shipped in the original container, UPS to the Department Central Office and insured for no less than \$1,750. The Contractor will be charged for equipment not returned at current replacement cost to the Department.
- J. The radio equipment is not intended to be offered as if for sale and any loss shall require proof of such (a copy of police report filed and insurance claim) and damaged items shall be returned to the Department Central Office for repair or replacement.

2.1.13 Sub-Contract: No portion of the work shall be sublet to sub-contractors without first securing the written consent of the Department.

2.1.14 Contractor shall notify the Department of the names and addresses of all proposed sub-contractors as soon as determined, and such notices shall include the location, nature and extent of the work to be performed, and a copy of the agreement with each sub-contractor which shall be complete in every detail, including prices.

2.1.15 Consent by the Department to any such sub-letting shall not relieve the Contractor of full responsibility and liability for the work to be performed by the sub-contractor.

2.1.16 Independent Contractor: The Contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.

2.1.17 Contractor Safety: Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees, its sub-contractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.

2.1.18 Contractor also agrees to comply with all laws, rules and/or regulations applicable to the safe performance of such work, including, without limiting the generality of the foregoing, Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."

2.1.19 Contractor Rights: The Contractor reserves the right to halt operations when the Department fails to meet obligations outlined in this agreement for which the Department is responsible.

2.1.20 The Contractor reserves the right to halt operations when, in the Contractor's opinion, conditions are unsafe for aircraft flight and/or water bucket operations.

2.2 Department Responsibilities and Rights

2.2.1 Ingress and Egress: The Department will obtain permission for rights of ingress and egress to the entire helicopter landing sites (heliports) for all persons, materials and equipment of the Contractor necessary to the project.

2.2.2 Heliports and Water Sources: The Department will arrange for heliports and water sources to facilitate landings and take-off, mixing, and loading. These heliports and water sources will be on or as near the fire as practical.

2.2.3 Mission Designation: The Department will dispatch the pilot to the fire incident and the incident commander or his/her designee will give specific fire fighting instructions. The ground support personnel and equipment may be, at the Department's discretion, dispatched at the same time.

2.2.4 Foam Chemicals: The Department will furnish the foam concentrate to be injected into the water bucket. Foam concentrate used will be one approved for this purpose in aircraft by the U. S. Forest Service.

2.2.5 Department Personnel: The Department will be available on the incident at all times during water dropping operations. The Department will also direct the Contractor from one incident to another.

2.2.6 Department Rights: The Department reserves the right to halt the aerial operation at any time when, in the opinion of the Department, the Contractor violates the contract or the Contractor's performance is unsafe, or otherwise unsatisfactory.

2.3 Dates of Application

2.3.1 Services will commence and terminate:

	<u>Commence</u>	<u>Terminate</u>
Eastern Region	March 05, 2014 12:01 am	April 08, 2014 12:00 Midnight
Western Region	March 12, 2014 12:01 am	April 15, 2014 12:00 Midnight

3. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law

relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
(Insert wording below appropriate to the solicitation type as indicated):
 - 1. (For Invitation For Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or

delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT**:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such

(bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the

procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Not Applicable
- S. **TRANSPORTATION AND PACKAGING:** Not Applicable.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4. **SPECIAL TERMS AND CONDITIONS**

- 4.1 State Requirements:** Prior to the beginning of work under this contract, the successful bidder(s) must satisfy the requirements of various Departments of the Commonwealth including, but not limited to, the following:

- A. Virginia Department of Aviation:

1. Certificate of Insurance
2. Registration of Aircraft

B. Virginia Department of Taxation: Payment of Aircraft Sales Use Tax

C. Other: Establish a resident agent such as the Secretary of the Commonwealth

4.2 Award:

The Department will make the award to the lowest responsive and responsible bidder based on the lowest overall cost. The lowest overall cost is determined by the submitted weekly cost (bid item "A") divided by 7 to get a representative hourly rate, plus the submitted per hour flight rate for hours flown over the 35 hour contracted rate (bid item "B"). In the event of a tie, the lowest mileage rate for the support truck (bid item "C") will be the determining factor.

4.3 At the sole discretion of the Commonwealth, prior to its expiration date, this contract may be extended upon mutual agreement for an additional week at a time for a maximum of four (4) additional weeks.

4.4 The Department, due to weather conditions that could make this contract of little value to the Department, at its sole discretion, reserves the right to institute less than the full length of time associated with this contract. The contractor is guaranteed a minimum of two (2) weeks of this contract by paying the Contractor two-fifths (2/5) of the total contract price. Additional weeks will be handled on a weekly basis. The Department reserves the right to delay the starting date of the contract and/or change the ending date of the contract in one week intervals, but agrees to provide the two guaranteed weeks as continuous weeks within the contract time period.

4.5 Bid Prices: Bid shall be in the form of a firm per week price for each week during the contract period. Also included will be the flight rate per hour for additional flight hours over the 35 hour contracted amount as well as the mileage rate for a support truck, if the primary location is moved for more than one day.

4.6 Availability of Funds: It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.7 Liquidated Damages: It is understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event such supplies, services, materials or equipment specified are not delivered by the specified date, there will be deducted, not as a penalty but as liquidated damages, the sum of \$3000.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, and fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the

purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.

In the event supplies, services, materials or equipment are not delivered as specified in **2.1.1** of this contract (The helicopter and crew shall be in readiness to launch and be airborne within fifteen (15) minutes after initial dispatch call), there will also be deducted as liquidated damages the amount of one hour of "Flight rate per hour over thirty five hours during contract period" as bid by the Contractor. Exceptions to these Liquidated Damages would be as specified in **4.7** when circumstances are beyond the control or fault of the Contractor or his supplier(s).

4.8 Placement of Helicopter: The Department will select one heliport as the primary base of the helicopter. The Department, at its sole discretion, reserves the right to relocate this heliport when it is in the best interest of agency suppression operations.

4.9 Contract Flight Time: For the purpose of this contract, flight time under the contract shall be considered to be seven (7) hours for each of the five (5) weeks of the contract. Thirty five (35) hours total for the contract period. Any hours not used in one (1) week may be transferred by the Department to any of the other weeks in the contract period. There is no longer a rebate requirement for unused hours during the contract period.

4.10 Drug Free Workplace: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:

- A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

4.11 A Contract is enclosed: The contract (Attachment 3) must be signed and returned with the bid package to the **Virginia Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903**. Once an award has been made, the complete contract will then be mailed to Contractor.

5. Methods of Payment

5.1 Contract Payment: Payment will be made to the Contractor within thirty (30) days after the satisfactory completion of the work. Invoices for completed work can be submitted on the last and 15th day of each month.

6. Pricing Schedule

Instructions for Bidding:

- A. For bids to be considered, Contractor must complete and sign, as per these Instructions for Bidding, the following documents:
1. The Invitation to Bid / Contractor Information sheet, found on Page 2 of this request for bids.
 2. The bid form (Section 7.2), Attachment 2, Parts 1 and/or 2, pages 20 and 21.
 3. Attachment 3, Parts A and B - Small Business Subcontracting Plan, pages 22 and 23.
 4. Attachment 4, State Corporation Commission Form, page 24
 5. The initial Contract Information, Attachment 5, Page 25

All of the requested documents must be returned in time to reach Charlottesville before **2:00 P.M., January 07, 2014.** (Mail is slow -- allow adequate time for delivery.)

1. Bids will be evaluated and the contract awarded on the basis of the lowest overall cost. The lowest overall cost is determined by the submitted weekly cost (bid item "A") divided by 7 to get a representative hourly rate, plus the submitted per hour flight rate for hours flown over the 35 hour contracted rate (bid item "B"). In the event of a tie, the lowest mileage rate for the support truck (bid item "C") will be the determining factor.
2. After completing Invitation for Bid Sheet (Page 2), the Bid form (Section 7.2, Pages 20 and 21), the Small Business Contracting Plan (Section 7.3, pages 22 and 23), the State Corporation Commission Form (Section 7.4, page 24) and the initial Contract Information (Section 7.5, page 25), this entire document should be enclosed in a separate envelope. Mark the outside as follows: **"Sealed bid for the Helicopter Water Bucket Aerial Forest Fire Suppression in the Commonwealth of Virginia to be opened only at the Office of the State Forester, Room 2133, General Services on January 07, 2014 at 2:00 P.M."**

Enclose this sealed envelope in a second envelope addressed to the **Virginia Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903.**

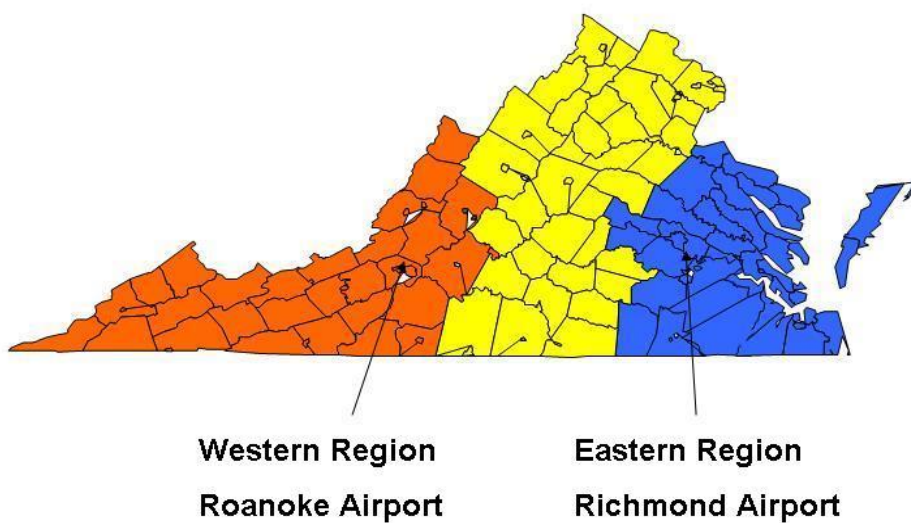
3. Upon evaluation of bids, the Department will indicate and post Intent to Award the contract. The Contract will be awarded and mailed to the successful bidder ten (10) days after posting of Intent to Award.

7. Attachments

- 7.1** Attachment 1 - State Map showing Counties in Department Regions.

- 7.2** Attachment 2, Parts 1 and 2 - Contractor Charges to the Department – to be submitted with this Invitation to Bid as part of the contractors sealed bid submission.
- 7.3** Attachment 3, Parts A and B - Small Business Subcontracting Plan – to be submitted as part of this Invitation to Bid as part of the contractors sealed bid submission.
- 7.4** Attachment 4, State Corporation Commission Form - to be submitted as part of this Invitation to Bid as part of the contractors sealed bid submission.
- 7.5** Attachment 5 - Contract Form –to be completed by the Department after contract has been awarded.

VDOF Regional Boundaries with Helicopter Contract Locations



Section 7.2 --- Attachment 2, Part 1 Contractor Charges to the Department

The Contractor hereby agrees to provide all the services, and meet all the requirements as outlined in this agreement for the following charges to the Department:

Contractor:_____

Eastern Region – based out of Richmond Airport

2014

- A. Standby-Seven (7) Day Week - Week includes seven (7) flight hours per week. A week begins on Thursday at 12:01 a.m. and ends the following Wednesday at 12:00 midnight. _____
- B. Flight rate per hour – beyond the thirty-five hours included in the contract period. _____
- C. Mileage rate for support truck should primary heliport location be moved. _____

Helicopter(s) to be used for this contract:

Manufacturer:

Model:

Year of Manufacture:

Registration number:

Fuel Capacity:

Fuel Burn per hour at cruise speed:

Cruise speed:

Maximum number of passenger, in addition to the pilot:

Section 7.2 --- Attachment 2, Part 2 Contractor Charges to the Department

The Contractor hereby agrees to provide all the services, and meet all the requirements as outlined in this agreement for the following charges to the Department:

Contractor:_____

Western Region – based out of Roanoke Airport

2014

- A. Standby-Seven (7) Day Week - Week includes seven (7) flight hours per week. A week begins on Thursday at 12:01 a.m. and ends the following Wednesday at 12:00 midnight. _____
- B. Flight rate per hour – beyond the thirty-five hours included in the contract period. _____
- C. Mileage rate for support truck should primary heliport location be moved. _____

Helicopter(s) to be used for this contract:

Manufacturer:

Model:

Year of Manufacture:

Registration number:

Fuel Capacity:

Fuel Burn per hour at cruise speed:

Cruise speed:

Maximum number of passenger, in addition to the pilot:

Section 7.3 -----Attachment 3: Small Business Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Definitions

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

(Code of Virginia, § 2.2-4310)

"Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

(Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

(Code of Virginia, § 2.2-4310)

Bidder Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Section 7.4 – Attachment 4

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Section 7.5 - Attachment 5

**Commonwealth of Virginia
Department of Forestry
Helicopter Water Bucket Aerial Forest
Fire Suppression Contract**

This contract entered into this _____ day of _____ **2014** by _____ hereinafter called the "Contractor" and the Commonwealth of Virginia, Department of Forestry, herein called the "Department".

WITNESSETH that the Contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Department as set forth in the Invitation for Bid document attached.

PERIOD OF CONTRACT:

Eastern Region	March 05, 2014 12:01 am	April 08, 2014 12:00 Midnight
Western Region	March 12, 2014 12:01 am	April 15, 2014 12:00 Midnight

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the Department as set forth in Section 6 of the Invitation for Bid document.

CONTRACT DOCUMENTS: The Contract documents shall consist of this signed Contract, the Invitation for Bid submitted by the Contractor, the general conditions, special conditions, specifications and other data contained in the Invitation for Bids together with all written modifications thereof, all of which Contract documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Vendor's Manual.

In witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

DEPARTMENT:

By: _____

Title: _____

Date: _____
